

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

PERCY GREEN III, <i>et al.</i> ,)	
)	
Plaintiffs,)	
)	
vs.)	Case No. 4:15-cv-01433-RWS
)	
CITY OF ST. LOUIS,)	
)	
Defendant.)	

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

Plaintiffs Percy Green, III, Abe Pruitt, Jr., and The Firefighters Institute for Racial Equality ("F.I.R.E.", jointly, "FIRE") and defendant the City of St. Louis ("City") hereby amend their Settlement Agreement dated August 2017 as follows:

WHEREAS, the August 2017 Settlement Agreement provided that the City would use the Eligible Lists for Fire Captain and Fire Battalion Chief generated as a result of the disputed 2013 promotional examination for promotions until such time that the Director certified new Eligible Lists for Fire Captain and Fire Battalion Chief, respectively, to be based upon the results of new Exams that the City would use best efforts to hold as detailed in the Settlement Agreement (all capitalized terms as defined in the Settlement Agreement); and

WHEREAS, at the time the Settlement Agreement was entered into, it was contemplated by FIRE and City that new Exams would be held by December 2018; and

WHEREAS, as of the date of this Amendment, new Exams have not been held and no new Eligible Lists have been generated; and

WHEREAS, as a result of these circumstances, which include the passage of time, firefighters who joined the Department since the 2013 promotional exam have not had the opportunity to be considered for the position of Fire Captain and individuals who were promoted to Fire Captain since the 2013 promotional exam have not had the opportunity to be considered for the position of Fire Battalion Chief; and

WHEREAS, as a result of these circumstances, which include the passage of time, the individuals currently remaining on the Eligible Lists for Fire Captain and Fire Battalion Chief may no longer be the best available candidates for promotion to these positions;

IT IS HEREBY AGREED AS FOLLOWS:

Article First:

Section 1 of the Settlement Agreement is deleted and is replaced with the following:

1. Former Eligible Lists. The Eligible Lists for Fire Captain and Fire Battalion Chief generated as a result of the disputed 2013 promotional examinations will cease to be used for promotions effective immediately and no additional promotions to Fire Captain or Fire Battalion Chief will be made using the 2013 Eligible Lists. If new Eligible Lists are not in place and available for use by March 31, 2024, the parties will meet with Local 73 to determine how to proceed with future promotions to Fire Captain and Fire Battalion Chief.

Article Second:

Section 2 of the Settlement Agreement is deleted and is replaced with the following:

2. **Schedule for next Exams.** The City will use its best efforts to hold the next Exams as rapidly as possible consistent with sound testing design and administration. The City will ensure that the Exam process, including the hiring of the Consultant, is fully funded in the City's budget until the next Exams are completed. A Consultant has been retained and will assist the City in proceeding with the Exam process in full compliance with the procedures stated in the Settlement Agreement.

Article Third: All other provisions of the Settlement Agreement remain in full force and effect. To the extent that any other provision of the Settlement Agreement is irreconcilably inconsistent with this Amendment, the terms of this Amendment will control.

Article Fourth: Upon full execution of this Amendment by the parties, the parties will file a copy of this Amendment in the case and court captioned above so that the Settlement Agreement as Amended is available to the public.

So agreed as of this 14 day of April 2023.


(signatures on next page)

The City of St. Louis

By: 
Sonya R. Jenkins-Gray
Director of Personnel

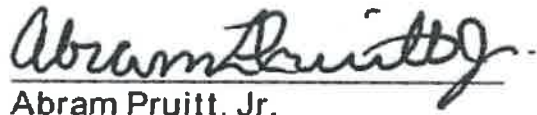
By: 
Sheena Hamilton
City Counselor

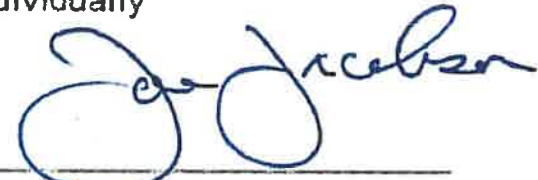
The Firelighters Institute for Racial
Equality

By: 

Percy Green, III
President

By: 
Percy Green, III
Individually


Abram Pruitt, Jr.
Individually

By: 
Joe D. Jacobson
Attorney for FIRE